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SECTION C**DESCRIPTION / SPECIFICATIONS / STATEMENT OF WORK****C-1 BACKGROUND**

- (a) One of the major responsibilities of the United States Marshals Service (USMS) is to ensure the safety of all federal courts and court employees against unauthorized, illegal, and potentially life-threatening activities. For more than a decade, the USMS has sought the services of the private sector to provide highly qualified, highly skilled individuals to assist in this effort. These individuals are traditionally known as Court Security Officers (CSOs), and their duties are classified as court security services. Individuals hired to perform as a result of an inter-agency agreement are designated as Special Security Officers (SSOs).
- (b) The Judicial Security Division, Judicial Protective Services has overall responsibility for orchestrating federal court security activities throughout the United States and its territories.

C-2 SCOPE

The Contractor must provide all necessary management, supervision, manpower, transportation, materials, supplies, equipment, and clothing, not provided by the Government (See Section C-25, *Government Furnished Property*), to perform court security services for the USMS. During the term of this contract, including any extensions, the security coverage required may change, therefore, the requirement for services may increase or decrease as deemed necessary by the Government.

C-3 CONTRACTOR'S PURCHASING SYSTEM

The Contractor's purchasing methodology must obtain maximum competition between vendors and subcontractors in purchasing of all uniforms, travel services and arrangements, and other services associated with the performance of this contract. For purchases over \$2500, the Contractor must solicit offers from at least three vendors or subcontractors. The Contractor must have no financial interest in any vendor or subcontractor it utilizes under this contract.

C-4 GOVERNMENT REIMBURSEMENTS

The Government will reimburse the Contractor for authorized uniform variations and travel expenses approved by Judicial Protective Services and authorized by the Contracting Officer. Reimbursement will be at cost. The Contractor must not apply any other charges nor profit or fee to the items being purchased. The Contractor's purchase must be at the lowest attainable price. However, the Government reserves the right to execute the purchase if it is more feasible or cost effective to do so.

C-5 CONTRACTOR PERSONNEL AND DUTIES**(a) Contract Manager:**

- (1) Managing the requirements of this contract is considered a critical function. Therefore, the Contractor must provide and solely dedicate a highly skilled and experienced Contract Manager for each circuit specified under this contract. The Contract Manager must:
 - (i) Have the ability and authority to make decisions on behalf of the company, particularly on personnel related issues.
 - (ii) Have authority to supervise all individuals working under this contract.
 - (iii) Be available on a 24-hour basis, by way of a pager and telephone, to ensure Contractor response in the event of an emergency or other exigent circumstance.
 - (iv) Have sufficient staffing to carry out all administration functions efficiently, effectively and in a timely fashion.
 - (v) Ensure all contractor employees perform all duties and requirements of this contract and comply with the performance standards mandated in Section C-13, *CSO Performance Standards*.
 - (vi) Serve as the main point of contact for the Government to discuss technical and security related requirements. This includes receiving and executing daily, on behalf of the

Contractor, technical direction from the Contracting Officer Technical Representative (COTR).

- (2) The minimum qualifications of the Contract Manager are as follows:
 - (i) Be a citizen of the United States of America;
 - (ii) Be able to read, write and speak the English language fluently;
 - (iii) Possess a Bachelor's degree or have five years of managerial experience with projects similar in size and scope to this contract;
 - (iv) Be able to clear the background investigation mandated for CSO applicants (See Section C-24, *Background Investigations*);
 - (v) Be free from conviction of a misdemeanor crime of domestic violence in accordance with Title 18, Section 922(g)(9) of the United States Code. The term "convicted" is generally defined in the statute as excluding anyone whose conviction has been expunged, set aside, or pardoned.
- (3) When the Contract Manager will be absent or unavailable due to illness, vacation, or any other reason, the Contractor must assign another individual to act in the Contract Manager's capacity. The individual designated to act as the Contract Manager must meet the stated Contract Manager's minimum qualification requirements.
- (4) The Government will review and approve the Contractor's recommendation for all Contract Managers. The Contractor must notify the Government, in writing and in advance, if a Contract Manager's employment with the company has been terminated or will change temporarily or permanently. A copy of this notification must be provided to the Chief, Judicial Protective Services and the COTR. Such notification must include the effective date(s) of the change and must specify changes in information which might affect the Government's ability to contact the Contract Manager. The notification must also include essential

information such as Contract Manager's address, telephone, and pager numbers.

- (5) Contract Managers are not required to personally qualify as a CSO.

(b) Site Supervisors:

- (1) The Contractor must provide a Site Supervisor for the Districts and at the site indicated in Section B, *Specification and Pricing Proposal Sheet*, and as otherwise directed by the Government. The USMS may add or delete Site Supervisor positions at any location as deemed necessary. Site Supervisors must oversee and manage the day-to-day operations of the CSO workforce at their respective district, unless otherwise directed by the Contracting Officer. The Site Supervisor must be responsible for overall quality control of the security services provided by the CSOs. At a *minimum*, the Site Supervisor must visit each facility within a district where CSOs are assigned at least three times per quarter. A Site Supervisor is generally required or will be considered when a District meets the following criteria:
- (i) Have at least 50 positions. If a district meets this criterion, there is no minimum limit on the number of sites.
 - (ii) Have at least 30 positions and three or more sites.
 - (iii) Have more than five sites.
- (2) If a District should meet one of the above criteria during the life the contract, the Contractor must provide a Site Supervisor within 30 days after the criteria is met at no additional cost to the Government.

- (3) Individuals proposed to work as Site Supervisors must possess at least five years of supervisory experience and meet the minimum CSO qualification requirements. Site Supervisors are not subject to the uniform, medical or physical requirements stated in this contract.

(c) Lead Court Security Officers (LCSO):

- (1) The Contractor must provide an LCSO at each facility. For facilities operating on a 24-hour basis, the Contractor must provide three LCSOs, one for each of the three shifts of work per day.
- (2) The LCSO must coordinate daily activities at their respective facility directly with the COTR to:
 - (i) determine any changes that may be required in the daily routine;
 - (ii) assure all Government issued equipment and property is accounted for;
 - (iii) assure all CSOs are present and in proper uniform;
 - (iv) provide a direct degree of supervision for the daily work of the CSOs; and
 - (v) act as liaison between the Contract Manager, Site Supervisor and the COTR.
- (3) The LCSO must function simultaneously as a full-time working CSO. In the absence of the LCSO, the Contractor must promptly designate an individual to act as the LCSO.

(d) Court Security Officers (CSO):

- (1) The Contractor must provide qualified CSOs at each district facility designated by the Government. It is the express intention of the USMS to maintain consistency in CSO duties in order to provide the maximum amount of security possible. In this regard, the COTR in each district will supply the Contractor with post orders/standard operating procedures for each CSO station. Some stations/duties may be required outside of the courthouse. It is

understood by both parties that all duties required of the CSO must be within the scope of the work required by this contract. The following indicates the nature of duties required to meet these security needs, but is not intended to be all-inclusive:

- (i) Entrance Control - The CSO must enforce the district's identification system. This includes operating security screening equipment to detect weapons or contraband, checking such items as handbags, briefcases, computers, packages, baby carriages, wheel chairs, etc. All confiscated items must be turned over to the COTR or designee. When an item(s) are confiscated, the CSO must prepare a written report, giving the complete details of the confiscation, and provide the report to the COTR.
- (ii) Roving Patrol - The CSO must patrol court facilities and grounds in accordance with routes and schedules provided by the COTR.
- (iii) Post Assignments - The CSO must stand guard at stationary posts. This effort may include monitoring closed circuit television, duress alarm systems or other such equipment, courtrooms, judges' chambers, jury rooms, etc. While guarding a post, the CSO must refrain from using electronic devices not authorized or issued by the Government and limit their conversations to official business. For example, watching television, discussing personal business on the telephone or a cellular phone, listening to portable and personal radios, reading books, newspapers and any other material not associated with official business is prohibited while securing a post. Loitering of unauthorized personnel at an official post is also prohibited.
- (iv) Escort Duties - When deemed necessary, the CSO must provide armed escort services for judges, court personnel, jurors, and other designated individuals, when directed to do so by the COTR. Generally, this includes, but is not limited to, providing an escort from one room to another, one floor to another, or from one facility to another facility, garage or parking area. Authorization by the COTR is also required when the CSO is required to travel and drive these individuals in Government-owned vehicles. *Escorting services for the movement and protection of money is absolutely prohibited.*

(v) Law and Order

- (A) In addition to the above duties listed, the CSO is responsible for apprehending and detaining any person attempting to gain unauthorized access to Government property or court proceedings. The CSO must also take appropriate action to stop and detain any individuals attempting to commit acts that imperil the safety and security of Government employees, property and the general public.
- (B) If a person suspected of committing a criminal offense is apprehended by a CSO, the suspect must be turned over to the U.S. Marshal or designee. The CSO must prepare a thorough and complete incident report and may be called as a witness. When an incident that occurred during official time requires a CSO to act as a witness, the time doing so will be treated as if the CSO was at his normal duty station. The Government will pay the appropriate contract rate, however, any witness or travel fees paid by the court to the CSO will be reduced from the contract amount prior to final payment.

(vi) Attend Level I and II Proceedings - The following duties are only to be performed in support of proceedings classified as Level I and Level II, which are based on the sensitivity and risk of the court proceeding. The U.S. Marshal will determine the proceedings' classification and when or if CSOs will be utilized. In the event the proceeding is classified as a Level I or II, the CSO must escort juries or jurors accordingly within the court facility, call jurors and witnesses, and assist with custody of evidence. For definition purposes, both levels are described below:

- (A) Level I - A Level I risk environment is generally ruled when a civil proceeding is determined to be a low risk, nonhazardous situation, e.g., there are no indications of potential disruption or violence in the courtroom. This security level also applies to criminal pretrial proceedings when the defendant is

not present in the courtroom, i.e., motions before the court, and there are no indications of a possible disruption or violence in the courtroom.

- (B) Level II - A Level II risk environment is generally occurs when a civil proceeding is determined to have indications of the potential for disruption or violence in the courtroom. All criminal trial proceedings that require a defendant to be present start at this level.
- (vii) Court Attendance - As directed by the COTR, the CSO must secure courtroom when unattended; inspect courtrooms prior to proceedings; test security devices and report the findings to the COTR; and attend to other duties concerning security of the court when assigned by the COTR.
- (viii) Preserve Order - The CSO must provide security presence in the courtroom; enforce federal law and judicial orders within the courtroom; enforce local court rules regarding cameras and recording devices; provide technical assistance on security matters; and provide protection to court proceedings as circumstances dictate.
- (ix) Serve as Court Messenger - The CSO must assist the presiding judge or clerk of the court with official messages or other official items related to judicial proceedings.
- (x) Other Court Security Duties - The CSO must perform other court security related duties within the general scope of this contract, as directed by the COTR.
- (xi) Reports and Records - The Contractor must prepare and submit to the COTR daily reports on any accidents, fire, bomb threats, unusual incidents or unlawful acts that occurred. Report writing includes maintaining a daily log of such incidents. See Section C-28, *Mandatory CSO Reports*. CSO logs must be available for Government inspection at all times. All incident reports must be provided to the COTR, with a copy to the Judicial Protective Services office on a *CSO Incident Report*, Section J, Attachment 3(J). Confiscated items must also be reported on the *CSO Incident Report*.

- (xii) Garage Parking and Pedestrian Control - Where applicable, the CSO must direct traffic and control lights on courthouse properties, as described in the post orders/standard operating procedures. If traffic is controlled by the CSO, the CSO must be tactful and courteous at all times when issuing warnings to individuals who violate facility-parking regulations. The CSO must also report abandoned vehicles to the COTR.
 - (xiii) Telephone Usage - The CSO must utilize Government furnished telephones located at CSO posts only to conduct official business required under this contract.
 - (xiv) Lost and Found - The CSO must turn over any articles found in a courthouse or designated facility to the COTR.
- (2) Section B, Specification and Pricing Proposal Sheet, specifies the initial number of positions at each facility. A position requires the Contractor to provide one CSO 40-hours each week (Sunday through Saturday, in some cases), less Federal holidays and other days when the court is closed. The number of positions may increase or decrease during contract performance in accordance with the direction provided by the Contracting Officer.
- (3) Full-Time/Shared Positions:
- (i) The Contractor must provide CSO coverage by using a combination of full-time positions and shared positions. Full-time positions are positions that require a CSO to work 40-hours a week, 52 weeks per year, excluding holidays. Shared positions are positions that require two CSOs to work a combined total of 40-hours a week, 52 weeks per year, excluding holidays. The Contractor must require and schedule both CSOs to work each week and permit a CSO in a shared position to routinely work a 40-hour week while the other shared CSO is off. Both CSOs filling the shared position must be available to be scheduled to work during the 40-hour work week. The Contractor must use shared CSO positions to: (1) provide full staffing level coverage; (2) increase security levels as needed; and (3) avoid unnecessary overtime.

- (ii) Each facility generally includes a mix of shared positions and full-time positions. A shared position will be authorized based on a one-to-five ratio, unless otherwise directed by the Government. Deviation of this requirement may only be approved by the Chief, Judicial Protective Services and directed by the Contracting Officer. Where a facility does not meet the ratio at time of contract award, the Government may reclassify the positions to meet such requirements. Classification of existing and new CSO positions may only be approved by the Chief, Judicial Protective Services.

(4) Post Relief:

Sufficient personnel must be provided by the Contractor to provide adequate relief and continuous coverage of post assignments. Full-time CSOs are required to work 8-hours a day and will be permitted two paid 15-minute breaks during their assigned shift (a paid 15-minute break during the beginning of their shift and another paid 15-minute during the later part of their shift). In addition to the 8-hour work requirement, full-time CSO will be allowed one unpaid 30-minute meal break. The meal break may not be considered as time worked. For shared positions, the CSO will only receive one paid 15-minute break. Abandonment of a post or failure to perform the duties specified in this contract may be considered as grounds for immediate removal. The Contractor must coordinate a schedule for CSOs so that security levels are adequately maintained during breaks.

(e) Lead Special Security Officers and Special Security Officers:

When authorized by the Chief, Judicial Protective Services, the Contractor must provide qualified Lead Special Security Officers (LSSO) and Special Security Officers (SSO) to perform the services required by this contract. These positions generally serve the security needs of special operations of the U.S. Marshals Services and other Federal agencies. Their titles are interchangeable with LCSO and CSO. Qualification requirements, rates and benefits established for the LCSO and CSO positions also apply to the LSSO and SSO, respectively. In addition, contract oversight of LSSO and SSO positions will lie with the respective Federal agency.

C-6 CSO QUALIFICATION STANDARDS

The Contractor must provide security personnel that meet the following minimum qualifications:

- (1) Be a citizen of the United States of America.
- (2) Be 21 years of age. While there is no maximum age limit for CSO positions, all applicants must be able to withstand physical demands of the job and be capable of responding to emergency situations.
- (3) Be a high school graduate or have a GED or equivalency.
- (4) Be able to speak fluently, read, and write the English language or any other language determined to be necessary by the U.S. Marshal of the district where the services are to be performed.
- (5) Possess or be able to obtain a valid state drivers license for the state where services are to be performed, and have a safe driving record for the past five years.
- (6) Have at least three calendar years of verifiable experience as a certified law enforcement officer or its military equivalency; provided the experience includes general arrest authority (experience does not have to be consecutive). General arrest authority is defined as the authority conveyed upon a person to make felony arrests of persons not under a custodial arrangement (prisoner, probation or parole violator) throughout a valid jurisdiction. The state or federal codes specific to the persons qualifying experience will be used to determine the CSO applicant's arrest authority. The Contractor prior to submitting the application for approval must verify the CSO applicant's arrest authority.
- (7) Be free from conviction of a misdemeanor crime of domestic violence in accordance with Title 18, Section 922(g)(9) of the United States Code. The term "convicted" is generally defined in the statute as excluding anyone whose conviction has been expunged, set aside, or pardoned.

C-7 TRAINING STANDARDS

- (a) The Contractor must ensure that each individual designated to perform as a CSO successfully completed or graduated from a certified federal, state, county, local or military law enforcement training academy or program that provided instruction on the use of police powers in an armed capacity while dealing with the general public. Certificates or diplomas must be recognized by federal, state, county, local or military authorities as certification that an individual is eligible for employment as a law enforcement officer. In addition, individuals with five years of military experience involving functions similar to those previously described may also be considered. In cases where a CSO applicant did not receive a certificate of law enforcement training, a signed statement from a supervisory official of the department or agency indicating that an applicant was employed as a law enforcement officer and that no certificate was issued will suffice. The statement must include all dates of employment the individual served in a law enforcement capacity. The Contractor must include a copy of the signed statement with the CSO application.
- (b) In addition to the above, the Contractor must provide annually 8-hours of training to all CSOs. Such training is to reinforce the CSO ability to perform the job functions noted in this contract. Topical areas of instruction are to include, at a minimum, threat image/explosive device detection, handling unruly persons, emergency response training, and other sensitivity training associated with screening. The training provided must not conflict with any United States Marshals Service policies or procedures.
- (c) Upon completion of this training, the contractor must annually certify in writing to the Chief, Judicial Protective Services and the Contracting Officer that all CSOs have been trained as required in paragraph (b) above.
- (d) The USMS will pay the basic rate for each CSO and LCSO during the training. The contractor must include in overhead all other costs of training such as travel for trainers, materials, and handouts. The training will be scheduled through the USMS COTR to coincide with periods of decreased courthouse activity. The contractor must provide a training outline and/or syllabus to the Contracting Officer for approval prior to scheduling of the training.

C-8 MEDICAL STANDARDS AND PROCEDURES**(a) General**

- (1) The medical condition of the CSO workforce is critical to the overall safety of the judiciary. As such, the medical examination process is part of the overall clearance process. To ensure that each CSO is medically qualified to perform in a CSO capacity, all prospective CSOs must undergo and pass the mandatory USMS CSO medical standards. Thereafter, each CSO must undergo and pass an annual examination during the life of the contract for qualification purposes. The Contractor must inform and require each CSO to acknowledge in writing that they have no reasonable expectation of continued medical clearance after passing the initial examination. The medical clearance will be determined based upon the results of the yearly required medical examination. The Government also reserves the right to require a CSO to undergo a medical examination whenever such actions are necessary to ensure the safety and security of the judiciary. Thus, a CSO can be determined unsuitable at any time for medical reasons.
- (2) Each CSO, including CSO applicants, must meet the medical standards outlined below. Failure to meet any one of the required medical and/or physical qualifications will disqualify an individual from performing as a CSO under this contract. Therefore, the Contractor must not allow any individual to perform under this contract until the individual's qualification status has been determined or a written approval has been granted by the Chief of the Judicial Protective Services.
- (3) Contractor entitlement for actual costs incurred in the conduct of individual CSO medical examinations will be expressly limited to basic examination costs as detailed in the Start-up Cost authorizations and will not apply to any follow-up consultation resulting from the U.S. Public Health Service, Medical Review Officer's (MRO) review.

- (4) At any point during the performance of this contract, the Government may delete the requirement that the Contractor must provide pre-employment and annual medical exams and have the services provided by the Government. *If the Government elects to provide medical examinations during the performance of the contract, there will be a downward adjustment to the start-up cost including associated overhead, general and administrative costs and profit.*

(b) Selecting and Qualifying Physicians

- (1) The Contractor must establish and maintain designated licensed physicians to perform and document medical examinations on all CSO employees on behalf of their company. At a minimum, the Contractor must designate two licensed physicians for each city in a given district.
- (2) Designated examining physicians must possess a current license in the United States or a United States possession and be approved in advance by the USMS before they can provide examination services. The designated examining physician must also possess and use medical equipment and supplies that are essential for conducting a complete and comprehensive examination. Moreover, the USMS reserves the right to disqualify physicians from providing services under this contract, at any time, if (1) their license has been suspended or revoked by a licensing board; (2) they have been convicted of a federal crime; or (3) their performance is considered unsatisfactory by the Government.
- (3) To qualify a physician as a designated CSO medical examination physician, the Contractor must submit to the Chief, Judicial Protective Services for review and approval, within 30 calendar days after contract award, a detailed resume of the physician's credentials and employment history and written certification that the credentials of the respective physician have been verified for accuracy and authenticated by accrediting agencies, medical schools, residency training programs, licensing boards, and other data sources, *Medical Practitioner's Data Sheet*, Section J, Attachment 2(N). The Contractor must not permit prospective examining physicians to perform medical examinations on their behalf until the MRO concurs and the USMS grants final approval in writing. In addition, the Contractor must submit to the Judicial

Protective Services an annual written certification that each designated examining physician continues to possess current licenses and state board certifications to practice in their field of expertise.

(c) Medical Examination Process

- (1) The Contractor must require all CSOs and each CSO applicant to complete a comprehensive medical form, USM-229, *Certificate of Medical Examination for Court Security Officers*, Section J, Attachment 2(H), and undergo a medical examination by a designated examining physician. In addition to the USM-229, the Contractor must require all CSOs, as well as candidates, to read and sign that they have received and understand the provisions of the *Acknowledgement of Conditions of CSO Eligibility Form*. The original version of this form must be forwarded to the Judicial Protective Services with each USM-229. The Contractor must require the examining physician to record the CSO applicant's medical results on the USM-229 when the examination is being administered. The Contractor must also ensure that the USM-229 is signed by the examining physician. The information stated on the USM-229, including any required supplemental information, must be legible, complete and precise, in order for the MRO to render a sound medical determination. Examples of supplemental medical information include print-outs or reports of lab data, EKG, vision and hearing test records, a summary of the applicant's treatment plan, etc.
- (2) Upon receipt of the USM-229, Judicial Protective Services will review the form for completeness and acceptance. If the USM-229 is considered complete and acceptable, the USM-229 will be forwarded to the MRO for final evaluation and qualification determination. If the USM-229 is not considered complete or acceptable, the Judicial Protective Services will return the USM-229 to the Contractor for correction or completion. Generally, the USM-229 will be returned to the Contractor if: (1) the medical findings are illegible; (2) requested and necessary information was not provided; (3) the medical findings or documentation were incomplete, conflicting or questionable, or (4) necessary and complete supplemental information was not included with the submission. Incomplete USM-229s will delay the process of qualifying an individual and thus impact the Contractor's performance and ability to supply the required security coverage.

Therefore, the Contractor must establish and enforce quality assurance procedures to minimize such delays. The Contractor must also submit the USM-229 to the Judicial Protective Services within the established time frames for final review and approval.

- (3) After the USM-229 passes the initial review and clearance process performed by Judicial Protective Services, Personnel Support Team, the form is forwarded to the MRO for a medical review and qualification determination. If the MRO's initial review can determine, based on the information contained in the USM-229, that the individual is clearly medically disqualified, the USMS will inform the Contractor in writing that the individual does not meet the mandatory CSO medical qualification standards and cannot perform under this contract. Such an initial final medical disqualification occurs very infrequently in cases where there is no possibility that further information would change the disqualification determination.
- (4) If, for any reason, the MRO is unable to make a final medical determination or it is necessary to clarify or prove that a disqualifying condition has been corrected or eliminated, the MRO will issue an interim disqualification determination. In such cases, the Government may request the Contractor to submit additional medical information and allow the CSO or applicant to undergo follow-up consultation. However, costs associated with any follow-up consultations or additional visits to the examining physician will not be the responsibility of the Government. The USMS will inform the Contractor in writing of the specifics and allow the Contractor 30 calendar days to respond to the concerns. If the necessary information is not received by Judicial Protective Services within the 30-day time frame and a written extension has not been authorized by the Chief, Judicial Protective Services, the interim disqualification determination will become final. If the Contractor submits the required information to Judicial Protective Services within the 30-day time frame, Judicial Protective Services will forward the necessary information to the MRO for a final evaluation and medical qualification determination. After reviewing all of the medical documentation, the MRO will determine whether the individual met the medical standards outlined in this contract and the Judicial Protective Services will inform the Contractor in writing of the final determination.

(d) Medical Standards

- (1) Vision - Corrected distant visual acuity must be 20/30 or better, as measured with both eyes viewing (binocular). Corrected distant visual acuity must be 20/125, or better, in the worst eye. Ability to distinguish basic colors, as well as, shades of color is required. Normal peripheral vision is required.
- (2) Hearing
 - (a) The CSO must be able to hear well enough to safely and efficiently carry out the essential requirements of the job. This requires satisfactory binaural hearing (ability to hear in each ear), and ability to: *localize sounds, comprehend speech, and hear sounds that require investigation or that alert to danger*. Therefore, the CSO must meet the hearing standards unaided. In order to measure a CSO's ability to meet the hearing standards, the following test procedures are administered:
 - (b) Initially, all CSOs are tested UNAIDED using a pure tone, air conduction audiogram (audiometer) for measurement, testing each ear separately. The equipment and test standards are documented by the American National Standards Institute (see 29 CFR 1910.95) of hearing thresholds, as specified below:
 - (i) In the frequency range from 500 - 2000 hertz (Hz), the pure tone audiometric deficit must not exceed 30 decibels (dB) in either ear, *without* the use of hearing aids.
 - (ii) At 3000 Hz, the pure tone audiometric deficit must not exceed 40 dB in either ear, *without* the use of hearing aids.
 - (iii) At 4000 Hz, the pure tone audiometric deficit must not exceed 50 dB in either ear, *without* the use of hearing aids.

(c) Hearing Test Outcomes

- (i) If the above UNAIDED pure tone audiogram is *passed* and the CSO *does not wear* hearing aids, no further testing is needed and the CSO is deemed medically qualified under this hearing standard.
- (ii) If the UNAIDED pure tone audiogram is failed, and the CSO *does not wear* a hearing aid, the CSO must undergo UNAIDED functional hearing assessments that will be provided after the initial examination result is reviewed by the MRO.
- (iii) If the above UNAIDED pure tone audiogram is failed, and the CSO wears hearing aids, the CSO must undergo both UNAIDED and AIDED functional hearing assessments which will be provided after the initial examination is reviewed by the MRO.
- (iv) If the above UNAIDED pure tone audiogram is *passed* and the CSO wears hearing aids, the CSO must undergo *both UNAIDED and AIDED functional hearing assessments* which will be provided after the initial examination is reviewed by the MRO. This is to ensure that the hearing aids do not impede the CSO's ability to meet the hearing standards.

(d) The Purpose of Functional Hearing Tests

Functional hearing tests which measure sound and speech recognition will be used to determine the medical qualification of all individuals who: (1) either pass the UNAIDED pure tone audiogram, but wear hearing aids on the job; or (2) fail the UNAIDED pure tone audiogram. The functional hearing tests will measure the following:

- (i) Unaided hearing loss between the two ears must not differ by 25 dB, or more, at three of the four speech frequencies, i.e., 500, 1000, 2000, and 3000 Hz. (Measures the ability to localize sounds.)

- (ii) Unaided Speech Reception Threshold must be 30 dB, or better, in at least one ear. (Measures the ability to hear sounds that alert to danger.)
- (iii) Unaided Speech Recognition in quiet must be 90% or above in each ear.
- (iv) Unaided Speech Recognition in a noise sound field must be 50% or above.

If hearing aids are worn, the following additional assessments will be requested and will be completed with the hearing aid:

- (i) A statement describing the type of hearing aids and ear(s) fitted must be provided by the audiologist.
- (ii) Aided pure tone air conduction audiogram at the frequencies 250, 500, 1000, 2000, 3000, 4000, 6000 and 8000 Hz.
- (iii) Aided Sound Field 5% FM warble tones at frequencies 250 - 6000 Hz, including 3000 Hz. Binaural signal must be phase-locked with simultaneous presentation from both speakers placed at 90 and 270 degrees azimuth (towards left and right ears, respectively).
- (iv) Aided Speech Recognition in a noise sound field must not be less than 50%.

A determination of medical qualification for those individuals who wear hearing aids will be made pursuant to these additional assessments.

- (3) Cardiovascular System - Any condition that significantly interferes with heart function may be disqualifying. Examples of conditions that may be disqualifying are hypertension with repeated readings that exceed 150 systolic and 90 diastolic, symptomatic peripheral vascular disease and severe varicose veins.
- (4) Respiratory System - Any condition that significantly interferes with breathing capacity may be disqualifying.

- (5) Gastrointestinal System - Any disease or condition that requires rigid diets may be a disqualifying factor. An ulcer active within the past year may also be disqualifying.
 - (6) Genitourinary System Disorders - Any functional disorder rendering the person incapable of sustained attention to work tasks, i.e., urinary frequency and secondary discomfort, may be disqualifying.
 - (7) Hernias - Inguinal and femoral hernias, with or without the use of a truss, may be a disqualifying factor. Other hernias may be disqualifying if they interfere with the performance of the duties of the position.
 - (8) Nervous System - Dysfunction of the central and peripheral nervous system that significantly increases the probability of accidents and/or potential inability to perform a variety of physical tasks may be disqualifying.
 - (9) Endocrine System - Any functional disorder rendering the person incapable of sustained attention to work tasks may be disqualifying.
 - (10) Speech - Permanent and significant conditions which result in indistinct speech may be disqualifying.
 - (11) Extremities & Spine - Disorders affecting the musculoskeletal system which significantly prevents the individual from meeting basic movement, strength, flexibility requirements, use of extremities (fingers and toes) and coordinated balance may be disqualifying.
 - (12) Miscellaneous - Any other disease or condition which interferes with the full performance of duties may be disqualifying.
- (e) Annual Medical Examinations
- (1) The Contractor must require each CSO to undergo the annual medical examination process after passing the initial medical examination requirement. Annual examinations for all CSOs must be conducted and completed within the specified time frames. The requirements and procedures outlined in paragraph (c) above, *Medical Examination Process*, will also be followed for annual medical examination process.

- (2) If the Contractor relieves a CSO from duty as a result of an injury, illness, major surgery, extended medical reasons, suspension, resignation, or extended military reserve duty, the Government may require the CSO to undergo a reexamination by a designated examining physician before resuming a CSO position. Under such circumstances, the Government will not pay any cost to conduct the examination. The Contractor must also ensure that all posts are covered during any extended absences, including medical absences.
- (3) If the Government determines or suspects that a CSO medical or physical condition may impede security of the judiciary, the Contractor may be required to have the CSO undergo a medical examination outside of the annual medical requirement. In such cases, the cost of the medical examination will not be paid by the Government. In addition, such examinations must be administered by a designated examining physician.
- (4) If a CSO is found to have a correctable condition, the CSO may be eligible for reappointment when the disqualifying condition is satisfactorily corrected or eliminated. The Government will not reimburse the Contractor for any costs resulting from follow-up consultation. Furthermore, if a CSO is relieved for any medical reason(s), the Government will not be liable to pay, nor will the Contractor bill for any hours not worked.

C-9 PHYSICAL STANDARDS

- (a) Physical Demands – The work of a CSO requires frequent and prolonged walking, standing, running, sitting, and stooping. In addition, a CSO may be required to subdue violent or potentially violent people. Physical stamina in all of its forms (i.e., mental, climatic) is a basic requirement of this position. Therefore, “light duty” assignments are not available under this contract. The Contractor must ensure that each CSO is physically fit to meet the performance requirements of this contract. Any individual who cannot meet the physical requirements of the CSO position will be disqualified to work under this contract.

- (b) Physical Fitness - The Contractor must encourage its employees under this contract to maintain a fitness program. Physical well-being will assure that all CSO employees are able to tolerate the stress level associated with the CSO position and remain physically fit for emergencies.

C-10 WEAPONS PROFICIENCY STANDARDS

- (a) The Contractor must test each CSO annually to determine weapons-handling proficiency. An individual is deemed ineligible to serve as a CSO unless they successfully pass the appropriate weapons proficiency test. The actual test taken by an individual CSO must be determined by the type of government-furnished weapon issued, i.e., revolvers or semiautomatics. Upon successful completion of the test, the Contractor must submit the weapon's proficiency certifications, *USM Form 333, Weapons Qualification and Familiarization Record*, Section J, Attachment 2(B), to the respective COTR and forward a copy to the Judicial Protective Services.
- (b) The Contractor must not solicit or use USMS personnel to qualify the weapons proficiency of the CSOs.
- (c) The Contractor must provide a one-week notice to the COTR of the time and location of any tests to determine weapons handling proficiency. The Government may send a representative, to be designated by the U.S. Marshal, to observe the testing.
- (d) The testing must be conducted in accordance with the applicable weapons proficiency test (*Handgun Qualification Course of Fire for Court Security Officers (CSOs)*, Section J, Attachment 2(C), when testing with revolvers and the *CSO Semi-Auto Handgun Qualification Course*, Section J, Attachment 2(D), when testing with semi-automatics) using a weapon furnished by the Government.
- (e) Weapons will be transported to the range site by USMS personnel or by the Contractor. Contractor employees transporting Government furnished weapons to a range site must carry a copy of written authorization from the U.S. Marshal.
- (f) It is the responsibility of the Contractor, acting in coordination with the U.S. Marshal, to schedule each CSO for weapons testing on an annual basis. The Contractor must test all CSO personnel by December 31 of each subsequent year and provide the results of the tests to the COTR.

- (g) The Contractor must remove any CSO who fails to meet the initial or annual weapons qualification testing standards. If a CSO fails to pass the initial or annual weapons qualification testing, the Contractor must allow the CSO to retest, up to two attempts only, within seven calendar days after the initial testing date. If the CSO fails the test during the two subsequent attempts, the Contractor must not permit the CSO to perform services under this contract.

C-11 OTHER GENERAL STANDARDS

In addition to the standards included in this contract, the Contractor must ensure that each CSO:

- (1) Have the ability to meet and deal tactfully with judges, attorneys, Government personnel, and the public.
- (2) Have the ability to understand, explain, interpret, and apply rules, regulations, directives, and procedures.
- (3) Have poise, self-confidence, and the ability to make sound decisions and react quickly under stressful conditions.
- (4) Have the ability to prepare clear and concise reports.
- (5) Have the ability to learn and adapt to changing situations.
- (6) Have the ability to accept and respond to instruction and direction.

C-12 CSO DRESS STANDARDS

- (a) The Contractor must ensure that all CSOs are in required and like attire at all times when performing in an official CSO capacity. The CSO uniform must consist of a navy blue blazer, gray slacks, white shirt, a navy blue necktie with red and white stripes, dark socks, and low-heeled, plain toed, black shoes or boots. The Contractor must furnish all CSO personnel with complete and proper uniforms by December 31 of each contract period.
- (b) CSO Uniform:
 - (1) The Contractor must ensure each CSO is equipped with the items stated in the chart provided below. If operational requirements

necessitate a uniform change, the Contractor must submit a written uniform change request through the COTR to the Chief, Judicial Protective Services, for consideration. Uniform standards may not be deviated unless approval has been granted by the Chief, Judicial Protective Services and a written direction has been issued by the Contracting Officer.

- (2) The Contractor is solely responsible for the purchase and replacement of uniforms for CSOs working under this contract. Each CSO, including those occupying shared positions, must, at a minimum, have the following uniform items at all times.

Item	Issue	Specifications
Short Sleeve Shirt or Blouse	3	White, plain or button down collar.
Long Sleeve Shirt or Blouse	3	White, plain or button down collar. (No French cuffs.)
Blazer	2	Navy blue 3-ply tropical blend, full-cut traditional, fully lined with fine rayon or polyester, taffeta reinforced shoulder pads. The style should include a single inset pocket on the left breast, two patch pockets with flaps, a center back vent, and a two-button front closure. Salient features include cut, color, and 3-ply fabric of 55% Dacron polyester and 45% worsted wool. The actual weight of the material will be determined by the climatic conditions where the CSO is providing services. Colder climates may necessitate a heavier fabric with more of a wool blend. Because of the wearing of the gun under the blazer, an additional patch of material under the jacket should be provided. The women's blazer is to be identical to the men's except it has no center vent and plain patch pockets.
Trousers or Slacks	2	3-ply tropical blend full-cut traditional gray. Salient features include cut, color, and 3-ply fabric that is of 55% Dacron polyester and 45% worsted wool. Colder climates may necessitate a heavier fabric with more of a wool blend.
Necktie	2	Red, white, and blue, striped tie, or clip-on necktie. (Females may wear crossover ties.)
Shoes and/or Boots	1	Black, plain toed, low heeled shoes or boots. No high heels.
Socks	6	Dark color

- (3) Prior to performance under the contract, and annually thereafter, the Contractor must certify in writing to the Contracting Officer and the COTR, that each CSO has been furnished new uniforms as required above. The Government will not compensate the start-up cost for a CSO and the Contractor must not bill the Government until the new uniform items have been purchased and issued to each CSO. In cases where a uniform was issued to a CSO under a previous contract award or option period, less than four months prior to the start date of the current contract, the Contractor will not be required to reissue a new uniform nor will the Government be liable to pay the start-up cost for such situations.
- (4) The Contractor is responsible for purchasing and replacing uniforms worn by the CSOs and must use the same supplier to maintain uniformity. The Government will not compensate the Contractor for uniform replacement costs occurring outside of the annual replacement period.
- (5) All uniforms are considered Government property and therefore must remain with the Government. Disposition of all uniforms will be at the discretion of the USMS.

(c) Uniforms on Work Site:

- (1) The Government will issue each CSO a pocket identification and nametag to be worn while on duty. The pocket identification must be worn in the blazer breast pocket.
- (2) Long sleeve shirts or blouses will generally be worn commencing on October 1 and short sleeve shirts or blouses commencing May 1 of each year. Deviations in this requirement may be authorized by the COTR.
- (3) CSO uniforms are to be worn only when the CSO is on official duty or while in transit between place of residence and duty station.
- (4) To prevent weapon exposure, CSOs must not remove their jackets while on duty. However, if extreme heat could impose a health problem if the jacket is worn, the Contractor may request the COTR to waive this requirement.

(d) Supplemental Items:

The Contractor must provide CSOs with supplementary items that are necessary to perform their duties. Examples of supplementary items include, but are not limited to pens, pencils, paper, notebooks, logbooks, etc.

(e) CSO Appearance:

- (1) Hair and Nail Length - The Contractor is responsible for assuring that CSOs maintain a functional and neat appearance in accordance with standards set by the COTR.
- (2) Uniform - The Contractor must ensure all CSOs are in complete uniform at all times while on official duty. CSOs out of uniform may be relieved of duty by the Government. If a CSO is relieved for this cause, the Government will not be obligated to pay the Contractor for the CSO's non-availability and the Contractor may be subject to liquidated damages. CSOs who fail to comply with the uniform standards more than twice are subject to permanent removal from the CSO program.
- (3) Jewelry Restriction - The Contractor must ensure that all CSOs refrain from wearing any jewelry, except wristwatches, wedding/engagement and/or class rings. Any exceptions must be approved in writing by the COTR.

(f) Uniform Variations:

- (1) Certain post assignments may require CSOs to provide security coverage in areas exposed to cold drafts. In such cases, the Contractor may provide a V-neck navy blue vest or sweater to be worn under the basic uniform. The Contractor must prohibit CSOs from wearing patches or other decorative devices on the vest/sweater. Only those CSOs standing a post in an exposed area may be authorized this variation.
- (2) For outside posts, CSOs may be required to wear heavy weight outerwear and rainwear. Such wear must be provided by the Contractor and must be provided to CSOs assigned to posts located in exposed weather conditions. Only those posts exposed to cold weather elements will be authorized cold weather gear. Winter

coats (jackets or parkas) must be "police duty" type and must be dark navy blue or black in color. Fur type collars are optional. These coats should have securable side vents for easy access to the weapon.

- (3) The use of cold weather and rain gear must be approved in advance and in writing by the Chief, Judicial Protective Services. The Contractor must submit a written request through the COTR to the Chief, Judicial Protective Services for consideration and approval.

C-13 CSO PERFORMANCE STANDARDS

- (a) The integrity of the U. S. Courts and the USMS is dependent upon the conduct of individual CSOs. Therefore, the Contractor must ensure all employees maintain satisfactory standards of competency, conduct, appearance, and integrity and enforce appropriate disciplinary actions when necessary. All CSOs must adhere to the performance standards described below. If any of the standards are violated, the Government may direct the Contractor to remove the employee from the work site. The Contractor must initiate immediate action to replace the employee in the time frame required by this contract.

- (b) Responsibilities:

The Contractor must ensure all employees adhere to the Standards of Conduct set forth below and meet all applicable medical and physical requirements mandated by this contract. Failure to do so constitutes nonperformance.

- (c) Standards of Conduct - All personnel required to perform on this contract must comply with the following:
 - (1) Be courteous and demonstrate good manners toward the judiciary, court employees, Government employees and the public.
 - (2) Maintain a respectful and helpful attitude in all endeavors.
 - (3) Maintain a neat, clean, and businesslike appearance and comply with CSO dress standards while on duty.

- (4) Report to work physically fit and mentally alert. Personnel feeling otherwise will make appropriate notification to the appropriate supervisor and request necessary relief or instructions.
- (5) Report any circumstances that may adversely affect performance on a particular assignment to their immediate supervisor.
- (6) Report to their immediate supervisor if they are detained or become aware that they are under investigation, by any federal, state or local agency, for any legal or ethical violation. *(The designated supervisor must immediately report the matter to the COTR, and the Judicial Protective Services, Program Support Services Team.)*
- (7) Ensure weapons are secured in a safe place (free from theft, tampering, or misuse) and concealed from view when not in use. Weapons are not to be inspected, cleaned, handled, or exchanged in public areas or in the presence of jury members, prisoners, witnesses, protected persons, family members or members of the general public.
- (8) Not engage in any discussion concerning Government matters, policies, grievances, or personalities and financial, personal or family matters with jury members, prisoners, witnesses, protected persons, family members, the public or any known associate of the above. Not entertain, socialize, or enter into business arrangements with, give legal advice or grant special favors to, or accept gifts or payments from jury members, prisoners, witnesses, protected persons, or family members and friends of the above.
- (9) Not accept or solicit gifts, favors, or bribes in connection with official duties.
- (10) Not allow jury members, prisoners, witnesses, protected persons, or their family members and friends into their home or living quarters (temporary or permanent).
- (11) Not visit the duty site during non-duty hours or allow family members and friends to visit the duty site or other operational areas. An exception may be requested in writing from the COTR.

- (12) Not gamble or enter into games of chance with prisoners, witnesses, jurors, or protected persons. Engaging and promoting gambling and unlawful betting on Government-owned or leased property is strictly prohibited.
- (13) Not disclose any official information, except to the COTR, or other officials having a need to know, or make any news or press releases. All press inquiries must be brought to the attention of the COTR. This restriction does not prohibit protected whistle blowing activities or protected union activities.
- (14) Refrain from discussions concerning duty assignment, particularly manpower, weapons, security precautions, or procedures, except with those persons having a need to know.
- (15) Comply with applicable laws while performing official duties.
- (16) Not knowingly give false or misleading statements or conceal material facts in connection with employment, promotion, travel voucher, any record, investigation, or other proper proceeding.
- (17) Not discriminate against or sexually harass members of the public, the Judiciary, other employees or engage in any prohibited personnel practices.
- (18) Ensure that financial obligations are met.
- (19) Abide by all ethical standards of the Department of Justice regarding conflict of interest, outside activities, gifts and use of federal property.
- (20) Not bid on or purchase in any manner, directly or through an agent, any property being offered for sale by the USMS or by others serving on behalf of the USMS.
- (21) Refrain from any activity that would adversely affect the reputation of the U.S. Courts, Department of Justice, or the USMS.
- (22) Avoid personal and business associations with persons known to be convicted felons or persons known to be connected with criminal activities. This restriction does not pertain to immediate family members if the circumstances have been thoroughly explained to the U.S. Marshal and the Chief, Judicial Protective Services.

- (23) Refrain from criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct and habitual use of intoxicants or prescription/non-prescription drugs. Except in an official capacity, neither possesses nor use illegal drugs. Do not report for duty or work under any condition that impairs the ability to perform as expected.
- (24) Always demonstrate the highest standards of personal and moral conduct normally expected of law enforcement officers and Government employees.
- (25) Not operate a Government vehicle, or any other vehicle while on Government business, in an improper manner or under the influence of intoxicants or drugs.
- (26) Not misuse official authority, credentials, communications equipment, or weapon(s).
- (27) Not make statements about fellow employees or officials, with knowledge of the falseness of the statement or with reckless disregard of the truth.
- (28) Report violations of prescribed rules, regulations and any violations of statute or law to appropriate supervisor and/or management officials.
- (29) Not violate security procedures or regulations.
- (30) Not close or desert any post prior to scheduled closure unless directed to do so or permission is received from the supervisor. Remain at assigned post until properly relieved or until the time post is to be secured.
- (31) Always perform assignments in accordance with prescribed regulations to the best of one's ability and in accordance with safe and secure working procedures and practices.
- (32) Do not fail, unnecessarily delay, or refuse to carry out a proper order of a supervisor or other official having responsibility for your work.

- (33) Do not possess, use, lose, damage, or otherwise take Government property or the property of others without authorization of the COTR.
- (34) If assigned to conduct investigations or interviews, do so in an impartial, objective, and businesslike manner to insure fairness, both to the individual being investigated and to the USMS. When conducting investigations or interviews, employ no technique that violates the law, such as unauthorized intrusion onto private property, unnecessary destruction of property, unauthorized listening and/or recording devices, or any other activities prohibited by law or regulation.
- (35) Refrain from surreptitiously recording conversations between Government, law enforcement or contractor employees.
- (36) Conduct only official business on Government property.
- (37) Refrain from neglecting duties, i.e., sleeping while on duty; delaying or failing to carry out assigned tasks; conducting personal business during duty hours; refusing to render assistance or cooperation to superiors and the COTR.
- (38) Refrain from use of abusive or offensive language, quarreling, intimidation by words, actions, fighting and participation in disruptive activities that interfere with Government operations.
- (39) Respect the offices of judges and other court officers. Avoid disturbing desk items, opening desk drawers or cabinets, or using Government telephones and equipment, except as authorized.
- (40) Avoid disclosing or discussing USMS policies, procedures, operations, and disciplinary actions with non-USMS personnel.
- (41) Refrain from carrying any unauthorized equipment or weapons.
- (42) Follow their employer's chain of command procedures on all work related issues.

- (43) Except when the CSO is required to work overtime by the COTR, the CSO must not assume duties unless they have been in a non-working status for a minimum of eight hours prior to reporting for duty.
- (44) Abstain from the consumption or possession of alcoholic beverages while on duty and at least eight hours prior to reporting to duty.
- (45) Refrain from consuming any controlled substances as defined in schedules I through V of section 202 of the Controlled Substances Act, 21, U.S.C. 812. Note: The Contractor must insure that CSOs taking any medication are capable of performing the requirements of the statement of work.
- (46) Comply with Government direction regarding the use of body armor.

C-14 ALTERNATE LOCATIONS AND SPECIAL ASSIGNMENTS/TEMPORARY DUTY

- (a) Under the terms of this Contract, court security services may be required at temporary or alternate locations. The general duties required of the CSO will not change, only the location where duties are to be performed. Additionally, as authorized and approved by the COTR, CSOs may be required to travel with or drive judges, court personnel, attorneys, and jurors in Government owned vehicles.
- (b) When a CSO is required to travel or is assigned to an alternate location, the Government will reimburse travel expenses in accordance with the Government Travel Regulations (GTR). The Contractor must complete and submit a *JMD/FS/FASSG, Travel Authorization/Advance*, Section J, Attachment 3(G), to the COTR for approval prior to commencement of travel. For reimbursement of travel and transportation costs, the Contractor must submit a *Travel Voucher Summary*, Section J, Attachment 3(E), as instructed in Section G of the contract.
- (c) Changing conditions within the court environment may require the addition or deletion of duties on a daily basis. Additionally, situations may arise that will require the Contractor to work overtime, if the COTR determines court security services are required beyond the normal working

hours of the facility or court; however, a 40-hour work week must be completed prior to paying overtime rates. Orders for overtime may only be placed by the COTR with approval of the Contracting Officer. The Contractor must be responsible for providing such services when notified by the COTR. During these extended periods of service, the Contractor must also be responsible for any supervision or direction of the employee in the normal course of his security function. Any variations in duties will be conveyed to the LCSO.

C-15 UNFORESEEN GOVERNMENT CLOSURES

Uncontrollable or unforeseeable circumstances such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, natural disasters, epidemics, quarantine restrictions, inclement weather, administrative closures, special Federal or ceremonial events, may cause the Government to close. Under such circumstances, the Government will not pay nor should the Contractor bill for unworked hours.

C-16 ADDITIONAL SECURITY COVERAGE

- (a) Special Assignments/Temporary Duty - There may be special circumstances such as high-threat trials that require special assignment or temporary duty. The Government may request the Contractor to temporarily expand security coverage while continuing to maintain full coverage for all authorized positions. The COTR will direct the Contractor to increase the time worked by shared position personnel, have full time CSOs work overtime, or transfer CSOs from different districts within the contract area, whichever is least costly to the Government while preserving the maximum level of security. If CSOs are transferred, the receiving location will utilize additional personnel for only the time required to complete the security for the trial or the special circumstances requiring temporary duty assignment of CSOs.
- (b) The Contractor must be notified by the COTR, in writing, of the need for special assignments or temporary duty. Coordination efforts for temporary duty assignments will be the responsibility of the COTR. Travel requirements will be compensated according to Federal Travel regulations.
- (c) If there is a difference between the applicable wage of a reassigned CSO's original location and that of the alternate location, the higher applicable wage rate will prevail and the Contractor must pay the higher rate to the

CSO. If there is a difference between the established contract hourly rates in effect at the two locations in question, the Contractor shall be paid the higher of the two rates by the receiving district (i.e., the district to be invoiced for the temporary duty).

C-17 EMERGENCIES

In case of an emergency, the U.S. Marshal shall have the right to direct the activities of the CSOs in order to respond to the emergency. Emergencies include, but are not limited to, a directive from a federal judge, bomb threats, natural disasters, or imminent personal danger to a judge, juror, witness, attorney, or other court personnel. Under no circumstances may a CSO refuse to cooperate with such directives when the U.S. Marshal determines that an emergency situation exists. The LCSO and the COTR will be notified of an emergency situation and must document such incidents to their files and make a record of it in the Daily Log as soon as practicable.

C-18 OVERTIME AND HOLIDAYS

(a) Overtime

- (1) When court proceedings or other court functions exceed normal hours, the Contractor may be required by the COTR with approval of the Contracting Officer to work additional hours. In such cases, the COTR may request orally or in writing that the Contractor provide additional hours.
- (2) In the event additional hours of court security services are required on a weekend or after the normal eight-hour workday, the overtime rate is not applied unless the particular CSO assigned has worked a 40-hour work week. Otherwise, the Basic Rate will be applied. In no event will the Government be liable for overtime other than the following:
 - (i) The Government directs a variation in a schedule and the direction results in overtime usage.
 - (ii) The Government schedules shifts such that the total authorized positions (including using all shared positions full-time) are inadequate to provide coverage.

- (3) The Government will not reimburse nor is the Contractor to bill for overtime hours resulting from the coverage of a regularly scheduled vacant post.
- (4) The Government will not reimburse nor is the Contractor to bill for any overtime hours associated with the weapons proficiency testing, medical examinations or any CSO related training.
- (b) Holiday Coverage - Any services provided by a CSO on a holiday, as recognized by the applicable *Department of Labor* wage determination, will be paid at the basic hourly rate.

C-19 CHANGING THE NUMBER OF AUTHORIZED CSOs

- (a) The Government may increase or decrease the level of security by increasing or decreasing the number of CSOs and locations currently allocated to the contract. Accordingly, the Government may increase the number of CSOs at any location set forth in Section B of the Contract at the current hourly rate specified for that location or at a new location within the same USMS district. The Government may change the positions from full-time to shared or shared to full-time at its discretion.
- (b) Net increases to the number of authorized positions during any one contract year are limited to 100 percent of the maximum number of positions authorized at any district, unless agreed otherwise by the Contractor and the Government.

C-20 CONTRACTOR CONTINUING RESPONSIBILITY TO PROVIDE SUITABLE CSOs

- (a) The Contractor must staff 100-percent of the CSO positions required for each district by commencement of contract performance.
- (b) The Contractor must take all necessary steps to assure that CSOs who are initially selected for assignment to the contract are professionally and personally reliable, of reputable background and sound character, and meet the training and experience requirements stipulated in the contract. The Contractor must have the continuing responsibility to assure that all CSOs remain suitable in all respects, meeting all standards of suitability, including but not limited to conduct, work performance, and medical requirements. The fact that the Government performs background

investigations will not in any manner relieve the Contractor of its responsibility to assure that all CSOs remain reliable and of reputable background and sound character. The Contractor's failure to meet the criteria noted or any requirements of the Contract relating to a CSO's suitability may constitute nonperformance. The Contractor may also be subject to charges for liquidated damages or default. The Contractor must immediately notify the COTR and the Contracting Officer of any known or suspected violations.

- (c) In the event of a strike or other emergency situation that impedes continuous contract service, the Government may expedite background investigative procedures; however, it will not waive CSO minimum qualification requirements.
- (d) The Contracting Officer will notify the Contractor, in writing, regarding Contractor nonperformance due to unsuitability or any other deficiency of a CSO.

C-21 AUTHORITY AND JURISDICTION

- (a) In order to fully carry out the judicial security services required herein, each CSO will receive a special, limited deputation by the local U.S. Marshal. This special deputation will be limited to the extent that it applies only while the CSO is performing in an official contract capacity at the federal work site designated and authorized by the USMS. After the CSO is officially deputized, the CSO will be issued CSO credentials by the Chief, Judicial Protective Services. The credentials must be kept with the CSO at all times while serving an official duty status. The CSO will be held personally responsible for any misrepresentation or misuse of authority associated with the CSO's special deputation. Misuse will be considered a sufficient basis for removal in accordance with Section H-3, *Removal of CSOs and Other Contractor Personnel*.
- (b) The U.S. Marshal may also require and authorize the CSO, under the authority of this special deputation, to carry and transport Government issued firearms. When this task is required, the CSO must carry their credentials and a written authorization signed by the U.S. Marshal of the District. The use or display of weapons and the use of any other Government issued property is restricted to assigned duty hours and duty locations.

C-22 ORIENTATION/TRAINING

- (a) The Contractor must not make arrangements for any individual to attend the CSO Orientation session unless they have successfully completed the weapon's handling proficiency test.

(b) *In-District Orientation (Phase I)*

New CSOs must satisfactorily complete the In-District Training Program, CSO Resource Training Guide, prior to assuming CSO duties. After a CSO completes In-District Training, the Contractor must forward the *In-District Training Certification*, Section J, Attachment 2(M), to the Judicial Protective Services, Personnel Support Services Team and provide a legible copy to the COTR.

(c) *CSO Orientation (Phase II)*

- (1) The CSO must attend Phase II of the CSO Orientation provided by the USMS at a location designated by the USMS. The Phase II Orientation sessions are generally 2-3 days in length.
- (2) The Contractor will be notified in writing by Judicial Protective Services when Phase II Orientation Sessions will be held. After notification, the Contractor must make all necessary travel arrangements for their personnel to attend Orientation as scheduled. The Government will not make travel arrangements for Contractor personnel unless it is determined to be beneficial to the Government. The Government's involvement will only be to the extent that is necessary to ensure that all travel arrangements, including costs, are reasonable and that necessary coordination is made.
- (3) When travel is required for Phase II Orientation, the Government will reimburse the Contractor, for each CSO, the established per diem rate and their normal compensation, including eight hours at the Basic Rate for each day the CSO attends Orientation. The Contractor is only entitled to reimbursement of the basic rate and must only bill the basic rate for costs associated with Phase II Orientation and any other training required and provided by the Government.

- (4) The Contractor must prohibit visitors, including spouses, from accompanying their personnel to CSO Orientation training classes.

C-23 CONTRACTOR PERSONNEL APPLICATIONS

When submitting applications to the Judicial Protective Services, Personnel Support Services Team for a CSO position, the Contractor must submit the following forms:

1. USMS 234, "Personnel Qualifications Statement"
2. FD 258, "FBI Fingerprint Card"
3. Contractor's Preliminary Background Check Form
4. Form USM-229, "Certificate of Medical Examination for Court Security Officers"
5. Performance Standard Certificate
6. Military Discharge Certificate, Department Defense DD214
7. Law Enforcement Certificate
8. New and Replacement CSO Transmittal Sheet, CSO Form 010
9. Certificate of Compliance with the Lautenberg Amendment, Title 18, Section 922(g)(9) of the United States Code.
10. Acknowledgement of Conditions of CSO Eligibility Form

C-24 BACKGROUND INVESTIGATIONS

(a) Contractor's Responsibility

- (1) The Contractor must conduct a preliminary background check on all CSO applicants and other Contractor personnel working on this contract. Personnel applications requirements and responsibility for costs (initial and replacement) incurred are the same as other applicants/replacements. The Contractor must ensure prospective CSOs meet or exceed the minimum requirements set forth in Section C-6, *CSO Qualification Standards*. The Contractor must provide and certify to the information requested on the *Contractor's Preliminary Background Check*, Section J, Attachment 2(L). This form is to be submitted as part of an employment package for CSO applicants and all other Contractor personnel required to undergo a background check.
- (2) The Contractor must ensure that all CSO applicants and other Contractor personnel working on this contract complete the *USMS*

234, *Personnel Qualification Statement*, Section J, Attachment 2(A), and sign a release statement which will permit the USMS to obtain medical information during the background investigation proceeding. The USMS 234 must include all required data to ensure the timely completion of the Government's background investigation.

- (3) The Contractor must ensure that no Contractor employee commences performance as a CSO prior to completion of the background investigation unless the Chief, Judicial Protective Services, grants approval.
- (4) The Contractor must be responsible for the cost of background investigations for replacement CSOs unless the Government is paying for turnover in accordance with Section C-29, *Turnover*.
- (5) Any CSO who has been temporarily removed or resigned from the CSO program may be required to undergo another background investigation before resuming a CSO position. At the discretion of the Chief, Judicial Protective Services, the Contractor must forward the required forms for a reinvestigation to the Judicial Protective Services Program, Personnel Support Services Team. Prior to forwarding the forms, the Contractor is responsible for reviewing the forms for completeness. The forms should be forwarded with a cover letter indicating that the forms are for reinvestigation of a current Contractor employee or CSO.

(b) Government's Responsibility

- (1) The Government will conduct a background investigation on all CSO applicants. Derogatory information developed from this investigation may be considered justification to reject the applicant. The Government may reinvestigate all Contractor personnel working on this contract for any reason.
- (2) Upon completion of the background investigation, the Judicial Protective Services Office will review the results to determine suitability for the individual. Primary concern in the review process is to decide if the CSO's presence in the court system poses a potential risk to the U.S. Courts, the Government, or the general public. The Chief, Judicial Protective Services may also authorize a CSO applicant who is currently working or has worked as a law enforcement officer within thirty days from applying for

the position to start immediately. However, the Chief, Judicial Protective Services, must approve such authorization in writing.

- (3) The Government may conduct a background investigation on any of the contractor's corporate officers or any other employees or subcontractors as determined necessary by the Government. Information to be provided by the contractor will include, but is not limited to, the employee's name, date of birth, and social security number.

C-25 GOVERNMENT FURNISHED PROPERTY

- (a) The Government will furnish the following items to the Contractor for each LCSO and CSO:
1. Radio*
 2. Weapon(s)**
 3. Oleoresin Capsicum (OC) Spray (Optional) **
 4. Ammunition (Including ammunition for qualification)
 5. Holster (belt type)
 6. Magazine or Cartridge Case
 7. Handcuffs
 8. Handcuff Case
 9. Name Tags
 10. CSO Credentials
 11. Supplemental Radio Equipment
 - a. Charger
 - b. Batteries
 - c. Carrying Case/Belt Clip
 - d. Earphone
 12. Body Armor
 13. Body Armor Accessories:
 - a. Carry Bag
 - b. Ballistic Tee Shirt
 - c. Quilted Carrier
- * The frequency and quantity of the radios for each facility will be decided by the USMS.
- ** All CSOs will be armed with a government-issued weapon only. Use of *personal* weapons to include OC Spray is prohibited.
- (b) The Contractor must maintain a complete and accurate inventory of these items at all times. By October 31 of each contract period, the Contractor

personnel must inventory these items in its entirety and provide the inventory report to the COTR. These items must be cared for in accordance with FAR Part 45 and stored at the location designated by the Government. The Contractor must bear the cost of replacing any lost or stolen equipment.

- (c) The annual CSO equipment inventory must provide the following information:
 - (1) The location (district and site) of the inventory;
 - (2) The identification of the equipment, i.e., weapon, revolver, caliber, barrel length.
 - (3) The serial number and bar code listed under its individual identification line, along with the name of the CSO to whom it is issued. Items without serial numbers may be listed in total numbers; i.e., Holster, right-handed, 4 inch: 15 pieces. Handcuffs, although serialized, do not have to be listed as separate items.
- (d) The Contractor is responsible for ensuring that all CSOs return these items to their place of storage at the completion of the CSO's shift. In the case of radios, which are shared by CSOs, the COTR will provide for a system of accountability (i.e., log entries, hand receipts). Under no circumstances is a CSO to take any of the items from the duty station, unless specifically authorized to do so, in writing, by the local U.S. Marshal. Any CSO who violates this provision must be reported to the Contractor and may be subject to immediate removal from duty, disciplinary action, and possible removal from the CSO program. This action is in addition to any other remedies available to the Government, including but not limited to the penalties for theft of Government property.
- (e) CSOs are also required to use other Government equipment, including walk-through and hand-held metal detectors, x-ray machines, and closed-circuit television (CCTV) monitoring equipment. The Government will provide instructions on the proper use of the equipment. The Contractor is responsible for promptly notifying the COTR when such equipment is malfunctioning. The COTR or his designated representative to the Contractor must report any equipment that is misused or abused by CSOs. The COTR must be notified of the repair or replacement cost and the cost will be deducted from the Contractor's invoice.
- (f) CSOs must use Government furnished equipment and may not substitute

personal property or contractor property in its place without authorization by the Chief, Judicial Protective Services Program.

C-26 OLEORESIN CAPSICUM SPRAY

- (a) The United States Marshal may authorize CSOs assigned to their district to carry Oleoresin Capsicum Aerosol (OC Spray) devices. If such authorization is granted by the United States Marshal, the Contractor must ensure that the CSO successfully completes the training requirements developed by the United States Marshals Training Academy and use the device in accordance with the United States Marshals Service's policies and procedures and the *USMS Policy Directive Number 99-09, Non-Lethal Devices*, Section J, Attachment 4(B). The CSO must also be tested and certified annually. It is the responsibility of the Contractor, acting in coordination with U.S. Marshal to schedule each CSO for each annual certification. Re-certification should occur within 60 days prior to the anniversary of the original test. The Contractor must not permit CSOs to carry or use OC Spray unless the CSO has successfully completed the necessary training.
- (b) Training and certification will be conducted by a certified Deputy United States Marshal in accordance with the *United States Marshal Service, Judicial Security Division Program Directive, Number Seven*, Section J, Attachment 4(B).
- (c) The Contractor must ensure the CSO(s) carry the OC Spray device only during their official duty hours. In addition, the Contractor must ensure that the CSO(s) routinely conceal the OC Spray device from the public and refrain from inspecting and handling the OC Spray device in view of the public.

C-27 CONTRACTOR FURNISHED PERSONNEL IDENTIFICATION CARDS

- (a) The Contractor must provide company identification cards to all persons performing CSO functions within 45 days after commencement of the contract. The Contractor must also provide new CSO personnel identification cards within 45 days after their start date. The identification card must include a photograph of the employee and provide at a minimum, the description of the person's height, weight, date of birth, and gender.

- (b) The identification card should be wallet size, approximately 2" x 3 1/4" similar to a driver's license. The identification card must also bear the company's logo.
- (c) The Contractor's personnel must carry the company's identification card at all times while in a duty status.
- (d) Contractor personnel must not represent themselves as USMS employees. The use of USMS and Department of Justice's badges, seals, or logos, and titles such as *Special Deputy United States Marshal*, is prohibited and must not be used on materials used by the Contractor or its personnel, including company letterheads and business cards.

C-28 MANDATORY CSO REPORTS

(a) CSO Reports:

The Contractor's CSOs must prepare required reports on a daily basis, or as directed by the COTR, concerning accidents, fire, bombs and bomb threats, unusual incidents or unlawful acts and submit them to the COTR.

(b) Daily Activity Log:

The designated CSO supervisor or the LCSO of each facility where CSOs perform duties must maintain a daily activity log of all CSO related activities, incidents, testing of alarms and emergency lighting systems, and make the log available for Government inspection at all times.

(c) CSO Incident Form:

- (1) All incidents involving CSOs must be reported on a CSO Incident Form. The report must be provided to the COTR of the district with a copy to the, Judicial Protective Services Program, Program Support Services Team.
- (2) The Contractor must submit to the COTR on a monthly basis a consolidated summary of the Incident Report Form for each District. The report is required by the tenth working day of each month. Copies of the *CSO Incident Report*, Section J, Attachment 3(J), must accompany the consolidated summary report. This report must provide statistical information on the number of weapons, contraband, and other items that are detected and/or confiscated by CSOs during the previous month. The report must

also include incidents involving arrests or detainments; incidents in court and out of court by CSOs; and the number of hours and other expenditures by CSOs in support of the U.S. Courts.

(d) Daily Attendance Log:

- (1) All Site Supervisors, LCSOs, and CSOs must sign in when reporting for duty and sign out when leaving at the end of the workday. The COTR will maintain a daily attendance log in chronological order for each facility where CSOs provide services.
- (2) The COTR will designate a location for the daily attendance log.
- (3) This daily attendance log will show the date, time in, time out, names of each Site Supervisor, LCSO and CSO, signatures of each Site Supervisor, LCSO and CSO, and the actual man-hours worked by each. If any Contractor personnel are not present for any reason, an indication of why that individual is not present must be provided in the log.
- (4) The LCSO must be responsible for personally notifying the COTR of the status of CSOs assigned to the facility and of any unoccupied post, as well as actions taken for replacement.

- (e) Emergency Systems Report: The Contractor must provide a monthly report to verify that all duress alarms, control panels, and battery-operated emergency lighting checks were conducted. The Contractor must provide a written report to the COTR by the tenth of each month indicating the CSO's name, the date and time each tests were conducted, location of alarms, control panels or lighting, and their status when tested. The report must include any calls for repair of equipment, and the date repairs were made. The name and location of the person(s) contacted for the repair, and the date and time notified must also be included in the report.

(f) Monthly Activity Report:

The Contractor must submit four copies of the monthly activity report which at a minimum will include the following: hours worked by site and by CSO, a summary of the work performed by the site supervisor, status of vacancies, turnover rate, status of weapons and medical qualifications. Other items may be included at the discretion of the USMS. The format and content of this report is listed on the *USM-9/00 Court Security Officer Monthly Activity Report*, Section J, Attachment 3(K).

(g) Reporting:

The Contractor must adhere to all reporting requirements as stipulated in this contract. Unless stated otherwise, the Contractor must not deviate or substitute any required forms. However, deviations may be submitted for review and approval by the Chief, Judicial Protective Services Program.

C-29 TURNOVER

- (a) The Government will bear the cost of initial orientation, including travel, lodging, and a background investigation, for all CSO positions required under this contract, including subsequent enhancements.
- (b) The Contractor must take measures to reduce the possibility of CSO turnover. The Government will only bear the costs of a replacement or the costs set forth in paragraph (a) if the former CSO:
 - (1) had been employed, by the current Contractor, as a CSO continuously, for a minimum of 18 months in the same circuit;
 - (2) was terminated as a result of findings in the background investigation, which the Contractor would not have had access to during their pre-employment verification. The Judicial Protective Services Office will investigate and determine if the information was readily available to the Contractor prior to the background investigation;
 - (3) had developed a condition or illness that cannot be treated to allow the CSO to return to his/her position in a reasonable time frame (less than three months). This condition must have occurred after employment and had not been detected during the CSO's last physical (i.e., hearing loss, cancer, ulcers, strokes); or
 - (4) died.
- (c) Otherwise, the Contractor must bear the costs of all replacements.
- (d) The Contractor must submit a new personnel application package within 14 calendar days for any vacancy of an existing CSO position. Liquidated damages in accordance with the FAR Clause 52.211-11 (SEP 2000), which is cited in Section F, may be assessed if the Contractor fails to meet the 14-day requirement.

C-30 TEMPORARILY FILL VACANCIES OF CSOs CALLED TO ACTIVE MILITARY DUTY

To temporarily fill vacancies of CSOs called to active military duty due to a national emergency, the Contractor must observe these guidelines and take the following actions to temporarily fill the vacancies:

- (1) CSOs summoned to active duty will have their positions held open for a period of five years. The five-year period will be determined from the actual reporting date of the issued military orders. CSOs falling into this category will be placed on extended Military Reserve Leave due to a national emergency.
- (2) Vacancies created by a CSO summoned to active military duty for a period exceeding 30 days will be filled on a temporary basis. The temporary CSO position will not permanently increase the number of allocated CSO positions for any facility.
- (3) The Contractor must submit a request via CSO Application to fill a temporary vacancy created by a CSO summoned to active military active duty due to a national emergency. The Government reserves the right to determine the declaration of a national emergency. Applications submitted to temporarily fill a CSO vacancy created as a result of a CSO being summoned to active military duty, must include a copy of the CSO's military order calling him/her to active military duty. A specially designed transmittal form to reflect the person called to active military duty and a person temporarily filling the created vacancy must be used, *Temporary Replacement Due to Active Military Duty Transmittal Sheet and Entry on Duty Temporary Replacement for Active Military CSOs*, Section J, Attachment 2(J).
- (4) Start-up costs associated with the filling of a temporary CSO position under a national emergency will be paid as follows: if the position temporarily vacated had been occupied for 18 months or more, the Government will be responsible for the start-up costs. If less than 18 months, the Contractor is responsible for the start-up costs.
- (5) CSOs serving less than a year of active duty will not be required to have a new background investigation, but will be subjected to a security check via law enforcement databases. A CSO serving more than a year on active military service due to a national emergency will be subjected to a full background investigation.

- (6) CSOs intending to return to their position must notify the Contractor in sufficient time to provide notification to the United States Marshals Service 60 days prior to the actual return of his/her original place of duty. If for some reason a CSO does not intend to return to the vacant position, he/she must notify the Contractor. However, the Contractor can request that the temporary CSO become a permanent replacement. The Contractor must complete the *Temporary Replacement Due To Active Military Duty*, Section J, Attachment 2(J) requesting that the CSO occupying a temporary position (under the terms noted in this paragraph), be made a permanent replacement for the position vacated by a CSO called to active military duty.
- (7) All CSOs, whether temporarily occupying a vacated position, or a CSO who intends to re-occupy his/her position must meet all the minimum CSO qualifications, as specified in the contract.
- (8) If the Contractor changes during the five-year time period, the CSO who vacated his/her position will be accorded all rights associated with an incumbent CSO occupying a position at the time of new contract award.

C- 31 CSO BODY ARMOR

- (a) For life protection purposes, the USMS will provide and require CSOs to wear fitted body armor or ballistic vest while performing under this contract, as deemed necessary by the USMS. SSO positions funded by other Federal agencies under an inter-agency agreement are exempt from this requirement, unless the ordering agency makes a determination to acquire body armor for its respective SSO workforce.
- (b) The Contractor must require all CSOs to wear USMS issued body armor during any high-risk threat situation or when the USMS determines a higher degree of protection is necessary.
- (c) The Contractor must ensure---
 - 1. Each CSO is available and measured for proper fitting.
 - 2. All vests issued to the CSOs are free from damage.
 - 3. All CSOs inspect and maintain their body armor as recommended by the manufacturer.

4. Signs of wear or deterioration are reported to the COTR within 24 hours after the condition is detected for replacement.
 5. Lost or stolen body armor is reported to the COTR within 24 hours from the time the item was regarded missing.
- (d) Body armor will be replaced by the USMS at no additional expense to the Contractor when it is evident that the armor is deteriorating from normal use and wear or when the manufacturer's warranty for the ballistic protective component expires. The USMS will not bear replacement costs when (1) the body armor is lost or stolen; (2) the body armor is rendered unusable due to negligence or improper alterations; or (3) when the armor no longer fits properly due to weight gain or loss on the part of the wearer.
- (e) Alterations to the body armor may only be made by the manufacturer.
- (f) Failure to comply with this provision or any COTR direction regarding body armor may be considered grounds for immediate temporary removal of the CSO, pursuant to provision H-3, *Removal of CSOs and Other Contractor Personnel for Violations of the CSO Performance Standards*, paragraph (c).